

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Joseph Hines,

:

Plaintiff, : **Case No. 2:13-cv-1058**

v.

:

Judge Graham

Thomas DeWitt, et al.,

:

Magistrate Judge Jolson

Defendants. :

Order

The Court is concerned that the fee agreement in this case may be inconsistent with the underlying purpose of fee awards under § 1988. *See* 42 U.S.C. § 1988. The law firm of Fieger, Fieger, Kenny & Harrington, P.C. entered into a fee agreement which limits the fee they would receive to one third of any judgment plus one third of any fee award. Does such an agreement limit an award of fees under § 1988 to one third the amount of their reasonable attorney's fee?

Id.

Mr. Harrington represented that his law firm was bound by Michigan practice and ethics rules to accept only one third of any award of attorneys' fees. Mr. Harrington is ordered to provide legal authority supporting his statements regarding Michigan practice and Michigan ethics rules.

IT IS SO ORDERED.

s/ James L. Graham
JAMES L. GRAHAM
United States District Judge

DATE: March 18, 2016